

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

THE HARTFORD LIFE AND ACCIDENT  
INSURANCE COMPANY,

Plaintiff,

v.

TERESA KAY LEWIS and DARRIN LEE  
BOWMAN,

Defendants.

No.:

COMPLAINT IN INTERPLEADER

Pursuant to FRCP 22

The Hartford Life and Accident Insurance Company ("Hartford") alleges as follows:

**I. PARTIES**

1. Hartford is a Connecticut corporation, with its principal place of business in Hartford, Connecticut.

2. On information and belief, Defendant Theresa Kay Lewis is a resident of Seattle, Washington in King County. Defendant Lewis is the surviving spouse of Chester O. Bowman, Jr., deceased.

3. On information and belief, Defendant Darrin Lee Bowman is a resident of King County, Washington. Defendant Bowman is the son of Chester Bowman.

1 **II. JURISDICTION AND VENUE**

2 4. Federal subject matter jurisdiction exists in this case by virtue of 28 U.S.C. §  
3 1332 (Diversity) insofar as plaintiff and defendants are of diverse citizenship and the amount  
4 in controversy exceeds \$75,000.

5 5. Venue is proper in the Federal District for the Western District of  
6 Washington in Seattle, pursuant to 28 U.S.C. § 1391(b), as the defendants may be found in  
7 the district.

8 **III. FACTS**

9 6. On May 10, 1993, Chester Bowman enrolled in Accidental Death and  
10 Dismemberment Insurance ("AD&D policy") as a member of Waterfront Federal Credit  
11 Union. Chester Bowman named his son, Defendant Bowman, the beneficiary. A copy of the  
12 beneficiary designation is attached hereto as Exhibit A.

13 7. The AD&D policy is underwritten by Hartford and has payable benefits of  
14 \$1,000 in basic coverage, \$100,000 in additional coverage, and \$25,250 in anti-inflation  
15 coverage.

16 9. On information and belief, on March 14, 1995, Chester Bowman and  
17 Defendant Lewis executed an Agreement Regarding Status of Property ("community  
18 property agreement"). Sometime thereafter, Chester Bowman and Defendant Lewis were  
19 married. Chester Bowman and Defendant Lewis were still married on May 10, 2007.

20 10. On May 10, 2007, Chester Bowman died in a motorcycle accident. Chester  
21 Bowman died intestate.

22 11. On approximately June 14, 2007, Defendant Lewis submitted a claim to the  
23 proceeds of the AD&D policy.

24 12. Because Defendant Bowman was the named beneficiary of the policy at the  
25 time of Chester Bowman's death, Hartford did not pay the proceeds of the AD&D policy  
26 immediately to Defendant Lewis.

1           13.     Hartford has written to Defendant Bowman concerning his status as named  
2 beneficiary, but has not received any response from him.

3           14.     On October 4, 2007, Attorney Barbara A. West sent a letter of representation  
4 on behalf of Defendant Lewis to Hartford. Along with the letter of representation, Ms. West  
5 included a copy of Chester Bowman's death certificate, the community property agreement,  
6 and an affidavit from Defendant Lewis regarding the community property agreement. In the  
7 letter, Ms. West demanded that the full amount of the AD&D policy be paid to Defendant  
8 Lewis.

9           15.     Hartford advised Defendant Lewis and her attorneys that Hartford had a valid  
10 beneficiary designation on file designating someone other than Defendant Lewis as the  
11 AD&D policy's beneficiary.

12           16.     On January 23, 2008, Attorney Jesse Rodman sent another letter of  
13 representation on behalf of Defendant Lewis in which he directed Hartford to withhold  
14 payment of the funds to Defendant Bowman until the matter was resolved.

15           17.     A conflict has arisen between Defendants Lewis and Bowman over the  
16 \$126,250 proceeds of the AD&D policy.

17           18.     Defendant Bowman is named as the beneficiary on the AD&D policy.  
18 However, Defendant Lewis believes she is entitled to the proceeds by virtue of the  
19 community property agreement and Washington law.

20           19.     Because of the conflicting claims to the proceeds of the AD&D policy, and the  
21 lack of clarity in Washington law, Hartford is unable to ascertain the respective rights of the  
22 parties. Hartford cannot determine, without hazard to itself, which party is entitled to be  
23 paid.

24           20.     Hartford cannot pay over the proceeds due under the policy to either  
25 Defendant Lewis or Defendant Bowman without taking upon itself the responsibility of  
26 determining doubtful questions of law and fact, and without incurring the risk of being

1 subjected to multiple payments of the same indebtedness.

2 21. Hartford is a disinterested party and admits that payment is due under the  
3 AD&D policy. With leave of this Court, Hartford will deposit \$126,250 into the Registry of  
4 the Court and further abide by the judgments to be made and entered by this Court.

5 22. Hartford requests that its attorney fees, costs, and disbursements to be  
6 reimbursed upon an order that the proceeds be interplead.

7 **IV. PRAYER FOR RELIEF**

8 Hartford respectfully requests the following relief:

9 1. That this Court authorize Hartford to deposit into an interest-bearing account  
10 of the Clerk of this Court the amount of \$126,250 due under Chester Bowman AD&D  
11 policy, without interest;

12 2. That the Court enjoin Defendants from prosecuting any action against Hartford  
13 related to the proceeds;

14 3. That Defendants be required to make their claims to the fund before the Court;

15 4. That Hartford be dismissed with prejudice and discharged from further  
16 liability; and

17 5. That Hartford be awarded its costs and attorney fees in bringing this action.

18 DATED this 29<sup>th</sup> day of August, 2008.

19 BULLIVANT HOUSER BAILEY PC

20  
21 By /s/ Toni Y. Anders  
22 Toni Y. Anders, WSBA #31238  
E-Mail: toni.anders@bullivant.com

23 Attorneys for Plaintiff The Hartford Life and  
24 Accident Insurance Company

25 10720407.1

**EXHIBIT A**

ACCIDENT INSURANCE ENROLLMENT FORM				AMEX Life Assurance Waterfront Federal Credit Union	
<input checked="" type="checkbox"/> \$1,000 BASIC COVERAGE PAID BY Waterfront Federal Credit Union					
ADDITIONAL COVERAGE (Check amount)					
<input checked="" type="checkbox"/> \$10,000	<input type="checkbox"/> \$20,000	<input type="checkbox"/> \$30,000	<input type="checkbox"/> \$40,000	<input type="checkbox"/> \$50,000	FAMILY PLAN (Check one) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Available Only with Additional Coverage)
<input type="checkbox"/> \$75,000	<input type="checkbox"/> \$100,000	<input type="checkbox"/> \$150,000	<input type="checkbox"/> \$200,000	<input type="checkbox"/> \$250,000	
Name of insured member <u>Darrian Lee Bowman</u>			000 TSDP SHAR US 0000000000 999999999		
Relationship <u>Son</u>					
I HEREBY AUTHORIZATION I authorize the necessary quarterly charges to my account for the insurance coverage I have checked above. In the case, however, in the event of a claim, I shall pay the required maintenance account balance if any.					
I HEREBY DO NOT WAIVE ANY ADDITIONAL COVERAGE WHICH MAY BE AVAILABLE UNDER THIS GROUP PLAN.					
Signature of insured member <u>[Signature]</u>			CHESTER O BOWMAN 30445 180TH AVE SE KENT WA 98041-5241		

024916564

2